

SERVICE AGREEMENT
Between
North Central Area Transit
And
Tiffin City Schools

WHEREAS, the North Central Area Transit, hereinafter called NCAT, agrees to provide demand response transportation service to the clients of Tiffin City Schools.

WHEREAS, Tiffin City Schools agrees to purchase said services from NCAT.

NOW THEREFORE, NCAT and Tiffin City Schools agree and covenant as follows:

1. **LENGTH OF AGREEMENT.** This Service Agreement takes effect on **August 1, 2024** and expires on **June 1, 2025**. *Either party can terminate the Agreement with 30 days written notice.*
2. **RANGE OF SERVICE.** NCAT Provides transit service within Seneca County, as well as within a 100-mile radius of Seneca County on a limited basis.
3. **FARE.** Transit service will be provided by NCAT at the rate below:
 - \$8.75 for each one-way trip
4. **PERSONAL CARE ATTENDANTS.** NCAT will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.
5. **AUTHORIZATION.** Tiffin City Schools will provide a list of personnel who are approved to authorize clients rides. Tiffin City Schools is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
6. **RIDE SCHEDULING.** Tiffin City Schools will give the following information when scheduling a ride:
 - Client's name
 - Time of client's appointment
 - Exact location of pick-up: street address, facility/building name, business office/department name and suite number as applicable.
 - Exact destination: street address, facility/building name, business office/department name and suite number as applicable.
 - Type of mobility device: walker, reg. wheelchair, wide wheelchair, and electric wheelchair.
 - Number of riders
 - If a personal care attendant will accompany the client
7. **RIDE CANCELLATIONS.** To cancel a ride, Tiffin City Schools must notify NCAT at least *one hour* before the scheduled pick-up time. This is considered a "timely cancel." If a cancellation is not received at least one hour in advance, the ride is considered to be a contracted ride and will be assessed a **\$8.75** fare charge.
8. **NO-SHOW RIDES.** If a transit vehicle arrives at a designated location to pick-up a Client and he/she is not available for the ride, this is considered a "no-show." Each no-show is considered to be a contracted ride and Tiffin City Schools will be assessed a **\$8.75** fare charge.
9. **INAPPROPRIATE BEHAVIOR.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:
 - Smoking-including vaping
 - Consumption of alcoholic beverages
 - Expectorating

- Rude, offensive, abusive language or behavior
- Eating or drinking
- Sexual harassment

NCAT reserves the right to permanently or temporarily deny service or to remove any passenger who engages in any of these behaviors.

- 10. BILLING AND PAYMENT.** NCAT will, within (5) working days after the end of each month, remit an invoice to Tiffin City Schools, billing \$8.75 for each actual one-way ride provided and any no-show's that month. The invoice will be accompanied by an itemized list of services rendered.

Payment will be due within 30 days of statement date.

Payments should be sent to: *North Central Area Transit, 3446 S. Twp. Rd. 151, Tiffin, OH 44883*

- 11. INDEMNIFICATION.** The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in and manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract. As proof of coverage, and without granting further legal rights, the Parties shall provide a certificate of coverage to Tiffin City Schools.

- 12. CIVIL RIGHTS.** NCAT and Tiffin City Schools agree that, as a condition to this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that NCAT will comply with all appropriate federal and state laws regarding such discrimination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the Date Signed by their respective authorized officials.

**Superintendent
Tiffin City Schools**

**Treasurer
Tiffin City Schools**

**Executive Director
NCAT**